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case of steam roads. Moreover, the word "railroad" in its generic sense includes street railways. *Bloxham v. The Consumers' Electric Light & Street R. Co.*, 36 Fla. 519; *Mass. Loan & Trust Co. et al. v. Hamilton*, 88 Fed. 588. Where there is nothing to indicate that the legislature intended to employ the term in a restricted sense it should be construed in its broadest signification. See *Gyger v. Phila., etc. Ry. Co. et al.*, 136 Pa. St. 96, 104; *Shreveport Traction Co. v. Kansas City, S. & G. Ry. Co.*, 119 La. 759, 773. The decision in the principal case seems of doubtful propriety. The court relies chiefly on the construction given to the word "railroad" in the Interstate Commerce Act of 1887. The Supreme Court has held that the term does not include street railways. *Omaha & Council Bluffs St. Ry. Co. v. Interstate Commerce Commission*, 230 U. S. 324. But in that case the court expressly rests its decision on the intention of Congress, as gathered from the context, not to subject street railways to the provisions of the act. No general or arbitrary rule is laid down that the word "railroad" in federal statutes shall always be construed in its narrow sense.

BANKRUPTCY — PREFERENCES — ACTION BY TRANSFEREE TO RECOVER PROCEEDS OF PROPERTY SOLD BY TRUSTEE.—One month before bankruptcy a creditor, knowing the debtor to be insolvent, took a conveyance of a crop of rice in discharge of all claims. These claims were partially secured by a mortgage on livestock worth \$3,000. The creditor had advanced \$2,000 for rent and seed upon the debtor's promise to pay the old debt and advances out of the proceeds of the crop. The creditor spent \$3,600 harvesting the crop. The trustee avoided the transfer and sold the crop, realizing \$11,000. Bill to require the trustee to pay over all or part of the proceeds of the crop. *Held*, that the bill be dismissed. *Crawford et al. v. Broussard et al.*, 43 Am. B. R. 603 Circ. Ct. App.).

A transfer founded upon present consideration is not a preference. *Ernst et al. v. Mechanics, etc. Bank*, 201 Fed. 664. By the better view a transfer partly to pay an antecedent debt and partly for present consideration is separable into its voidable and valid parts. *In re Cobb*, 96 Fed. 821; *In re Dismal Swamp Contracting Co.*, 135 Fed. 415. If such a transfer is avoided, the trustee should restore what was given: in the principal case, the amount of the mortgage surrendered. *Barber v. Coit*, 144 Fed. 381. It seems clear that the trustee should restore the money spent in harvesting the crop before the avoidance of the transfer. Otherwise the estate would be unjustly enriched at the expense of one who is not an intermeddler. *Crandall v. Coats*, 133 Fed. 965. See *Seig v. Greene*, 225 Fed. 955, 961. But the creditor should not recover the old debt or the advances. Although the original agreement to pay these claims out of the proceeds of the crop was made six months before bankruptcy, there was no crop until within four months. Consequently there could be no lien until it was too late for the debtor to dispose of his property according to his contracts. *In re Dismal Swamp Contracting Co.*, *supra*. See Samuel Williston, "Transfers of Personal Property," 19 HARV. L. REV. 573.

BANKRUPTCY — PROPERTY PASSING TO THE TRUSTEE — UNENFORCEABLE CLAIM AGAINST THE GOVERNMENT.—The bankrupt was one of a class of railroad employees that, prior to January 1, 1918, had made a demand for increased wages. Upon the railroads being taken over by the government, the director-general of railroads promised to investigate the claim, and to make any increase in pay, in case such should be granted, retroactive to January 1, 1918. § 70 a (5) of the Bankruptcy Act of 1898 provides that "property which . . . [the bankrupt] could by any means have transferred" shall pass to the trustee. The trustee claimed the money paid on the basis of services performed by the bankrupt prior to the adjudication, in pursuance of an order made by the

director-general after the adjudication. *Held*, that the trustee was entitled to this money. *Matter of Evans*, 42 Am. B. Rep. 448 (Dist. Ct., W. D., Tenn.).

If the debtor had no previous legal right to the property in question, his trustee in bankruptcy has no right to the property. So where by the local law a contingent remainderman has no present interest during the life of the life tenant, the trustee does not take property vesting after the adjudication. *In re Hoadley*, 101 Fed. 233. Or where there is a mere expectancy of acquiring property through the exercise of a power of appointment, property acquired through the exercise of the power after adjudication does not pass to the trustee. *In re Wetmore*, 99 Fed. 703 (affirmed in 108 Fed. 991). Similarly, if the debtor has made a claim for a reward, which has not been allowed by the government prior to the adjudication, the trustee does not take. See *In re Ghazal*, 169 Fed. 147, 148. See WILLISTON, CASES ON BANKRUPTCY, 2 ed., 435, note. If the debtor had a claim against the government which was not only valid but enforceable, it should pass to the trustee. *Bank of Commerce v. Downie*, 218 U. S. 345. If the property of the bankrupt had been destroyed or wrongfully seized by this or a foreign government, so that the debtor had a valid though unenforceable claim, the trustee should take any proceeds therefrom realized after the adjudication. *Comegys v. Vasse*, 1 Pet. (U. S.) 193; *Phelps v. McDonald*, 99 U. S. 298; *Williams v. Heard*, 140 U. S. 529. Similarly, if such a claim exists because of money paid or services rendered to the government, the trustee should take its proceeds. *Milnor v. Metz*, 16 Pet. (U. S.) 221. Cf. *Price v. Forrest*, 173 U. S. 410; *Calder v. Henderson*, 54 Fed. 802. But see *Emerson v. Hall*, 13 Pet. (U. S.) 409; *In re Ghazal*, *supra*. It seems correct to treat the money in question in the principal case as the proceeds of a valid claim for additional pay for services rendered within the above authorities.

CARRIERS — LIMITATION OF LIABILITY — TERMINATION OF LIABILITY — EFFECT OF PROVISIONS OF SPECIAL CONTRACT. — The plaintiff shipped goods on the defendant's road consigned to himself. The provisions of the bill of lading were: (1) shipper to unload at his own risk; (2) carrier to be under no liability with respect to the goods except in the actual transportation; (3) no claim which may accrue to the shipper under the contract to be sued on unless such claim be made within five days after removal of the stock from the car. The car had been on a delivery siding one half hour, and the shipper was unloading, when the defendant railway negligently backed a train into it. The shipper made no claim as required, and the carrier defended on that ground. *Held*, that the shipper could not recover. *Clark, McKenna, Brandeis, and Day, JJ.*, dissenting. *Erie Railroad Co. v. Shuart et al.*, U. S. Sup. Ct. No. 342, October Term, 1918.

A railroad cannot by contract exempt itself from liability for negligent injury to goods in interstate shipment. *Adams Express Co. v. Croninger*, 226 U. S. 491. See 34 STAT. AT L. 595, known as the Carmack Amendment. So neither the first nor the second provision above will protect the carrier from liability for its own negligent injury to the goods. But the five-day notice clause is effective under Supreme Court decisions. *Chesapeake & Ohio R. Co. v. McLaughlin*, 242 U. S. 142; *B. & O. Ry. Co. v. Leach*, U. S. Sup. Ct. No. 132, October Term, 1918. It then furnishes a good defense if the claim accrued under the contract. That term cannot refer only to contractual liability, since it includes a claim for a tort in the actual carriage. *Chesapeake & Ohio R. Co. v. McLaughlin*, *supra*; *B. & O. v. Leach*, *supra*. It includes likewise a claim while the carrier is liable as warehouseman. *C. C. C. & St. Louis R. Co. v. Dettlebach*, 239 U. S. 588. See *So. Ry. v. Prescott*, 240 U. S. 632, 637. So long as the carrier remained in possession of the goods, therefore, whether as carrier or warehouseman, the relationships created by the contract had not terminated, and a claim for the carrier's negligent injury to the goods would